

PROJECT REQUIREMENTS FOR  
UTILITY EASEMENT MAINTENANCE TREE REMOVAL  
SR-62 2015

1. SCOPE. The Contractor shall furnish all licensing, equipment, materials, labor and supervision, as may be necessary to provide for completion of the work as described elsewhere.
2. TIME. Contract shall be for two years. Mowing shall commence each calendar year on the date specified by the owner, but shall assumed to be late summer. Mowing shall be completed by the end of the calendar year.
3. PERMITS. The Contractor shall, without additional expense to the City be responsible for obtaining any permits or licenses that the work may require, in accordance with Federal, State and local regulations.
4. COMPLIANCE WITH APPLICABLE LAWS. The Contractor shall be fully and solely responsible for the safe work and complete safety compliance of the Contractor's employees and agents, in accordance with all applicable Federal, State and local laws and regulations as may apply, including, but not limited to OSHA Parts 1910 and 1926.
5. NOISE ORDINANCE. The Contractor shall comply with the City of Durham noise ordinance which, generally, prohibits work activities between the hours of 11:00 p.m. and 7:00 a.m., seven days per week and in the vicinity of religious establishments at such times as their religious services are being conducted.
6. SUBCONTRACTING. No work shall be subcontracted by the Contractor without the prior written authorization of the City of Durham
7. SPECIFIC WORK LOCATIONS. The City has created a map, designating the specific areas in which the Contractor will work. The City reserves the right to direct the Contractor to move from place to place, including outside of the initial areas for the performance of the work set forth in this contract. The Contractor shall be responsible for the safe and nondestructive movement of his equipment across roadways, streams, wetlands, yards and other obstacles, by the use of mats, temporary stream crossings, or other equipment as may be needed. The Contractor shall be responsible for the transportation of its equipment from place to place on appropriate truck/trailer equipment as may be needed.
8. WORK PRECAUTIONS. The Contractor shall work in a skillful manner and shall exercise extreme caution not to damage any property outside the easement by any means. The Contractor shall be responsible for repair or restoration of any and all damage to property outside the area of work designated by the City, due either to normal work procedures or to the negligence of the Contractor or employees or agents thereof. The City may, in writing, require the Contractor to remove from the project any employee the City deems to be incompetent or careless.

9. UTILITY DAMAGE. The Contractor shall be responsible for the complete and acceptable repair or replacement of any underground or overhead utilities damaged by its operation under this contract.
10. PROPERTY CORNERS. The Contractor shall, to the best of his/her ability, protect from harm all property corners that are located within the work areas. Any such corner that may be damaged shall be re-established by a NC Licensed Professional Surveyor.
11. NOTICE TO PROCEED. No work will commence until such time that a preconstruction conference is held and Contract documents are executed. Liquidated damage charges shall begin to accrue if work does not begin within 10 days of the issuance of the "Notice to Proceed".
12. NOTIFICATION. The Contractor will notify all property owners of the impending work and give the property owners a period of time to remove any personal property and improvements from the easement area that they may wish to preserve. The City will provide a representative on the job site and will be responsible for addressing any property owners' on-site concerns.
13. ACCESS. The City will designate a potential means of access to all areas in which work is to be performed under this contract. The Contractor shall not work outside the City's easements for any purpose, including access, unless directed by the City. However, should the Contractor wish to enter into a private agreement with any property owner for access or other purposes, that agreement must be in writing and be approved by the City, prior to the Contractor occupying the private lands. The Contractor shall provide a copy of all such agreements to the City, prior to using area outside the easement.
14. EQUIPMENT AND MANPOWER. The Contractor shall perform the work with equipment and manpower that will produce the specified results.
15. PROGRESS: The Contractor shall work expeditiously to complete the work on this project. The Contractor is directed to the Contract section of this document to review the Suspension/Termination of Work paragraph.
16. LOCATION OF WORK A map is provided to show approximate locations, within the Durham service area, to be cleared.
17. MEASUREMENT OF WORK. See special conditions.
18. RESTORATION. The Contractor shall restore any areas that may become damaged during the work on this Contract. Restoration shall, as a minimum, consist of leveling out any ruts, holes or depressions by applying clean topsoil, seed, fertilizer and mulch. The restoration should result in a healthy stand of grass, as defined by the Inspector. Cost associated with restoration should be included within the unit bid price for the hand cutting/tree removal. No additional payment will be made for the restoration.
19. CLEANUP. The Contractor shall keep the work site clean and orderly, free of debris and discarded materials. The contractor shall leave the easements free of debris or disturbed ground, such as ruts, etc., that will inhibit the access of any equipment, or cause water to pond or be directed in an abnormal way.

20. SPECIAL REQUIREMENTS. The Contractor shall make note of the Special Requirements listed below.
- A. The location of the work is throughout the City of Durham's service area. The City will provide mapping and other information, to assist the selected Contractor in identifying the sites of the work.
  - B. The work shall involve: tree removal by cutting and stacking, chipping, or grinding standing or fallen trees and stumps within the City of Durham's utility easements. The resultant work should leave the stumps cut as low as possible, typically no more than an inch or two above grade. Cut logs may be stacked within the easement provided they are no more than 3' in length, placed in stacks not to exceed 3' high, and 10' wide, with multiple stacks separated by a minimum of 10'. The Contractor and Inspector shall meet on site during the initial efforts to discuss and agree upon final results and acceptable results of the work. Of particular interest will be the difference in the final product in a developed area versus a non-developed area. Materials left in-place in a developed area are to be well-chipped or grounded and/or neatly stacked along the easement, as described above. In non-developed areas, there may be an opportunity to stack brush and trees along the easement and/or in adjacent wooded/vacant areas. The Engineer will be the sole judge as to what is an acceptable final product. The Contractor shall seek input as often as needed to determine what is acceptable.
  - C. Tree removal, for tree diameters greater than 8 inches, shall be paid for by the unit price per tree. These trees will be identified and verified by the contractor and project inspector prior to cutting. In the case where trees are bordering the easement, trees may be left uncut per inspector's directive.
  - D. This project involves two seasons of work. Mobilization shall be paid at the beginning of each season, as shown in the Proposal. The anticipated timing of the work in the season should be in the mid-summer/early fall time-frame, but in all cases, the Engineer will make the final decision as to when the mowing season shall begin.
  - E. The primary intent of this Contract is to remove trees within the City of Durham's utility easements shown on the Contract map, but other areas in need of work may be discovered as the work progresses. If so desired by the Owner, the Contractor may be directed to work on easements not shown on the map. The unit prices for work in these areas will be the same as contained in the Contract. In addition, as the Contractor progresses with the work, he shall notify the Engineer, on a weekly basis, of any easement areas not shown on the map, which are in need of tree removal.
  - F. Property restoration requires leveling/smoothing rutted and disturbed areas, then adding necessary topsoil, seeding and mulching (Type I or Type II). The cost of such work is to be included in the unit price of tree removal. At many locations, gaining access to clearing sites will be via easements being maintained by private owners. Special care and diligence should be exercised while using these access routes, relative to disturbing plants, grasses, fences, etc. There may be numerous locations where it may become more appropriate to utilize a track type machine in order to minimize damage to existing conditions. The Engineer will make the final

decision as to when a track type machine will be required. There will be no difference in payment for the use of a track type machine if this decision is made.

- G. There may be areas of easement which the Contractor feels are inaccessible to conduct tree removal activities. If this occurs, the Contractor shall discuss with the Inspector options for access, such as temporary bridging or approaching the site from a different direction. At any location that bridging is used, it must be removed, when work is complete. If mutually agreed that an area is inaccessible, the Contractor will not be expected to perform the work. As part of the work, however, the Contractor should anticipate encountering conditions that may be difficult, but that do not preclude them from gaining access to the full length of the easement. Only in cases of severe topographic condition, such as deep, wide ditches, very steep inclines, retaining walls, etc., will the Contractor have a basis for classifying an area as inaccessible. The Engineer will make the final decision as to whether an area is accessible or not. The Contractor will not be paid for work in areas deemed inaccessible.
- H. As the Contractor progresses with the work, they shall actively document the following: a) areas not highlighted on the map, which may be inaccessible; b) areas of sewer easements which are in wetland or flooded areas; c) the location of any suspected beaver dams, or other obstructions, which may be causing the flooding. This information should be given to the Engineer, in written format, in a timely fashion, i.e. weekly.
- I. Prior to beginning the work, the Contractor shall provide a minimum one-week, maximum of two week advance written notice to all parties along the easement route who may be affected by any aspect of the work. The parties may include homeowners, property owners, business owners and utilities. As the Contractor makes personal contact with the parties, they shall ascertain whether the property is owner-occupied or rental. If rental, the Contractor will be expected to contact the property owner as well as the renter. Such notice may be delivered by in-person door contact or door knob hanger and shall briefly describe the nature and estimated timetable of the work and shall provide any additional information or instructions that may be desirable or necessary. The notice shall also include the name and telephone number of the Contractor's contact person for further information related to the project. **A proposed draft of the written notice shall be submitted by the Contractor to the Engineer for his approval prior to the initiation of any work.**
- J. The Contractor shall take special care when operating machinery around manholes, to avoid damage to or dislodging of the manhole structure and casting. Many manholes are nearly flush with the surrounding grade. The Contractor is encouraged to locate the manholes in advance of the clearing operation, to avoid damage, or make note of existing conditions, that the City may want to correct. If damage does occur, the Contractor must make repairs or chose to have the City make the repairs and the City will deduct the expense from monies due the Contractor. The Engineer will make the final decision as to whether a repair is necessary and if the damage was likely caused by the Contractors operation or whether it existed prior to clearing work occurring.

Method of Measurement:

PAYMENT. The City will pay the unit price as provided in the quotation on a monthly progress payment basis, based upon the Contractor's submittal on an acceptable form. The monthly payment requests

must include the North Carolina Sales Tax Reporting Form, even if no sales tax has been charged to the Contractor during that payment period. Unit prices quoted will remain in effect until the job is complete. Prior to submitting Payment Request, the Contractor and Inspector shall discuss and agree upon the appropriate quantities on the Payment Request.

Tree Removal: The select removal of trees of the DBH indicated in the proposal will be paid for on a per tree basis at the price established in the proposal. Tree removal shall include the removal and lawful disposal of the trees indicated, including any tipping or yard waste disposal fees. The Contractor retains any salvage or lumber value from the tree removed. Each tree shall be removed at an elevation low enough to permit the deck of a mower to pass over unimpeded, typically no more than 2" above surrounding area. The City and the contractor shall agree on the DBH classification of each tree prior to its removal.